

**AGREEMENT FOR THE REPLACEMENT OF ESCALATORS AND ELEVATORS FOR  
OCA BUILDING-ASEANA**

**KNOW ALL MEN BY THESE PRESENTS:**

This Agreement for the procurement of Replacement of Escalators and Elevators for OCA Building-Aseana (hereinafter, the AGREEMENT), entered into in Pasay City, Philippines, on 16 AUG 2021, between the:

**DEPARTMENT OF FOREIGN AFFAIRS**, (hereafter, the PROCURING ENTITY), with principal office address at 2330 Roxas Blvd., Pasay City, 1300 Metro Manila, represented by its Undersecretary for Strategic Communication and Research and Acting Head of the Procuring Entity (HOPE) **HONORABLE ERNESTO C. ABELLA**,

and

**DEX INTL. CO.** (hereinafter, the CONTRACTOR), a company duly organized and existing under and by virtue of the laws of the Philippines, as evidenced by the submitted SEC Registration dated 26 October 1998 as ANNEX "A", with business address at No.1 Kalantiaw St. cor. J.P. Rizal Avenue, Brgy. San Roque, Project 4, Cubao, Quezon City represented by **JAYVEE A. GONZALES**, who is duly authorized to enter into this Agreement pursuant to the Omnibus Sworn Statement and Authority of Signatory dated 28 June 2021, copy of which is attached as ANNEX "B" and made an integral part of this AGREEMENT.

WITNESSETH:

**WHEREAS**, the PROCURING ENTITY invited bids for the procurement of the Department's Replacement of the Escalators and Elevators for OCA Building-Aseana within Ten (10) months from the issuance of the Notice to Proceed (NTP), and has accepted a bid by the CONTRACTOR to provide the said services in the amount of **TWENTY-EIGHT MILLION FOUR HUNDRED EIGHTY-EIGHT THOUSAND EIGHT HUNDRED EIGHTY PESOS (PHP 28,488,880.00)** only, (hereinafter, the Contract Price) inclusive of all applicable taxes and other lawful charges.

**WHEREAS**, this Agreement, undertaken pursuant to BAC Resolution No. NTC (PB)-16-21 dated 30 July 2021, and Notice of Award (ANNEX "C"), complies with the applicable provisions of the Republic Act No. 9184 and its Implementing Rules and Regulations;

**NOW, THEREFORE**, for and in consideration of the foregoing premises, the PARTIES agree as follows:

1. The relevant definitions and general provisions in the General Conditions of Contract (GCC) of the Philippine Bidding Documents which are not otherwise provided for herein or in any of the annexes to this Agreement shall apply suppletory.
2. The following documents are also attached and made integral parts of this

Agreement:

- D. PCAB License
- E. Bid Form
- F. Certificate of Availability of Funds
- G. Technical Specifications / Terms of Reference
- H. Bill of Quantities
- I. Detailed Estimated Form
- J. Supplemental/Bid Bulletin 1
- K. General Conditions of Contract
- L. Special Conditions of Contract
- M. Performance Security Certificate

In case of conflict or inconsistencies between or among the provisions of this Agreement and any of the documents annexed to this Agreement, the provisions of the Technical Specifications / Terms of Reference under Annex J: Supplemental/Bid Bulletin 1 shall be controlling.

3. The CONTRACTOR shall deliver the goods and services to the PROCURING ENTITY within the period prescribed in the Technical Specifications / Terms of Reference under Annex J: Supplemental/Bid Bulletin 1.
4. The CONTRACTOR shall ensure that each of its personnel assigned to enter and perform works herein in the premises of the Procuring Entity and to partake in the execution and implementation of this Agreement shall execute and sign a Non-Disclosure Agreement to be submitted to the Procuring Entity prior to the commencement of their services. Both Parties hereby agree to keep confidential all information obtained in connection with this Agreement, including any technical drawings and plans, and will implement and maintain safeguards to further ensure and protect the confidentiality of such information. Such confidential information shall not, without the prior written consent of the Procuring Entity, be disclosed or used for purposes other than those necessary for implementing the objectives of this Agreement. This duty of confidentiality shall survive the duration of this Agreement.
5. For and in consideration of the performance of services, the PROCURING ENTITY shall pay the CONTRACTOR the above-mentioned Contract Price. The terms of payment shall be in accordance with the provisions stated in item "XV" of the Technical Specifications / Terms of Reference under Annex J: Supplemental/Bid Bulletin 1, which is attached to and made an integral part of this Agreement.
6. This Agreement shall be effective upon compliance with the issued Notice to Proceed or upon the signing of this Agreement for a period of ten (10) months, or until compliance by both Parties of their respective undertakings including the expiration of the Warranties hereunder, whichever occurs last, unless earlier terminated.
7. The following are the general provisions of this Agreement:
  - a. **Dispute Resolution.** – The Parties shall exert their best efforts to amicably resolve and settle in good faith any dispute arising out of or in relation to this Agreement through negotiations. In the event that an amicable

settlement cannot be achieved within sixty (60) days from the date on which either Party has served written notice thereof on the other party, the Parties agree to settle the matter with finality by submitting the same for arbitration in accordance with the Philippine Dispute Resolution Center, Inc.'s (PDRCI) rules and regulations, and shall be governed by Philippine law. The arbitration proceedings, including all records, documents, pleadings, orders and judgments filed or rendered in pursuant thereto, shall be kept confidential and shall be in the English language. The seat and venue of arbitration shall be Pasay City, Metro Manila, Philippines. Nothing in this Agreement shall prevent the Parties from applying to a Philippine court of a competent jurisdiction for provisional or interim measures or injunctive relief as may be necessary to safeguard the property or rights, as may be the subject matter of the dispute.

- b. **Governing Law and Jurisdiction.** – This Agreement shall be governed, construed and enforced in accordance with Philippine law, rules and regulations.

IN WITNESS WHEREOF, the Parties through their authorized representatives hereto have signed this AGREEMENT on 16 AUG 2021, in Pasay City, Metro Manila.

**For the Procuring Entity:**  
**DEPARTMENT OF FOREIGN AFFAIRS**

By: **HON. ERNESTO C. ABELLA**  
Undersecretary for Strategic  
Communication and Research and  
Acting Head of the Procuring Entity

**For the Contractor:**  
**DEX INTL. CO.**

By: **JAYVEE A. GONZALES**  
Authorized Representative

**WITNESSES**

  
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DFA Chief Accountant

  
**JUSTINE A. DEL ROSARIO**  
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DEX INTL. CO.